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7858-F
9-299A017

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
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WASHINGTON, D.C.

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CABLE ADDRESS
"ALVORD"

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October 26, 1989

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three fully executed original copies of a Supplemental Equipment Trust Agreement dated as of September 29, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Trust Agreement dated February 15, 1975, which was filed and recorded under Recordation Number 7858.

The names and addresses of the parties to the enclosed document are:

ACF Industries, Incorporated
3301 Rider Trail South
Earth City, MO 63045

Fleet National Bank
125 Dupont Drive
Providence, RI 02907

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit "A" attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commisison covering the required recordation fee.

7858-F
RECORDATION NO. 7858-F
FILED 1425

OCT 26 1989 - 11 55 AM
INTERSTATE COMMERCE COMMISSION

OCT 26 11 50 AM '89
RECORDATION UNIT

3 Counterparts - C.T. Kappler


Ms. Noreta R. McGee
October 26, 1989
Page 2

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, NW, Washington, DC 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Supplemental Equipment Trust Agreement dated September 29, 1989 covering four tank cars bearing ACFX marks and numbers 72523, 72524, 72526 and 72530.

Very truly yours,


Charles T. Kappler

CTK/skh
Enclosure

EXHIBIT "A"

Description of Substituted Equipment

<u>Cars Initialled ACFX and Numbered</u>	<u>AAR Designation</u>	<u>Placed In Service</u>	<u>Cost</u>	<u>Actual Fair Value</u>	<u>Fair Value</u>
72523	T106	1/89	\$ 51,084	\$ 51,084	\$ 51,084
72524	T106	1/89	51,084	51,084	51,084
72526	T106	1/89	51,084	51,084	51,084
72530	T106	1/89	51,084	51,084	51,084
			\$204,336	\$204,336	\$204,336

Interstate Commerce Commission

- Washington, D.C. 20423

10/26/89

OFFICE OF THE SECRETARY

Mr. Charles T. Kappler
Alvord And Alvord
200 World Center Building
918 Sixteenth Street, N.W.
Washington, D.C. 20006-2973

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/26/89 at 11:55AM, and assigned recordation number(s). 7858-F and 12350-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

OCT 26 1989 -11 55 AM

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated September 29, 1989
between FLEET NATIONAL BANK, a banking association incorporated and
existing under the laws of the United States of America, as Trustee
(hereinafter called the "Trustee"), and ACF INDUSTRIES, INCORPORATED,
a corporation organized and existing under the laws of the State of
New Jersey (hereinafter called the "Company"):

WHEREAS, by a certain Equipment Trust Agreement dated February 15, 1975
(hereinafter called the "Agreement"), between the Trustee and the Company
there was constituted "ACF Industries, Incorporated, Equipment Trust,
Series 'D'," pursuant to which certain railroad equipment has been
transferred to, and the title thereto vested in, the Trustee, and such
railroad equipment has been leased to the Company; and

WHEREAS, upon the Request of the Company, pursuant to Section 5.07 of
the Agreement, the Trustee has made payment to the Company of \$201,810
out of funds previously deposited with the Trustee pursuant to
Section 5.08 of the Agreement and simultaneously therewith the Company
has conveyed to the Trustee Equipment (as defined in the Agreement)
described in said Request and in Exhibit "A" hereto (hereinafter called
the "Substituted Equipment"), and has delivered to the Trustee an
Officer's Certificate in respect of the Substituted Equipment, a
certificate as to delivery thereof, a Bill of Sale transferring the
Substituted Equipment to, and vesting the title thereto in, the Trustee
and an Opinion of Counsel satisfactory to the Trustee with respect to
the Substituted Equipment, all in like manner as provided in Section 5.07
of the Agreement; and

WHEREAS, Section 5.07 of the Agreement contemplates that upon such transfer and vesting of title, the Trustee and the Company shall execute a supplement to the Agreement in respect of the Substituted Equipment;

NOW, THIS SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT WITNESSETH:

The Trustee, party of the first part, acting in pursuance of the Agreement for and in consideration of the sum of One Dollar to it in hand paid by the Company, party of the second part, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rentals and covenants in the Agreement to be paid or kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company as part of the Trust Equipment, the Equipment described in Exhibit "A" hereto, subject to all the terms and conditions of the Agreement, and such Equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions of the Agreement in all respects as though it has been part of the original Trust Equipment.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Equipment Trust Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and

the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

By: James Hinger
President

(Seal)

Attest:

Janet A. Kruppen
Assistant Secretary

FLEET NATIONAL BANK

By: [Signature]
Vice President

(Seal)

Attest:

Connie M. Rudnicki
TRUST OFFICER

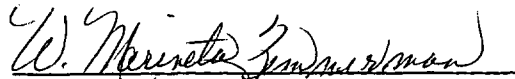
EXHIBIT "A"

Description of Substituted Equipment

<u>Cars Initialled ACFX and Numbered</u>	<u>AAR Designation</u>	<u>Placed In Service</u>	<u>Cost</u>	<u>Actual Fair Value</u>	<u>Fair Value</u>
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72524	T106	1/89	51,084	51,084	51,084
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72530	T106	1/89	51,084	51,084	51,084
			\$204,336	\$204,336	\$204,336

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

On this 29th day of September, 1989, before me personally appeared James J. Unger, to me personally known, who being by me duly sworn, says that he is President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires: W. MARINETA ZIMMERMAN
 NOTARY PUBLIC STATE OF MISSOURI
 ST. CHARLES COUNTY
 MY COMMISSION EXP. APR. 7, 1990
 ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF Rhode Island
) ss:
COUNTY OF Providence)

On this 29th day of September, 1989, before me personally appeared Michael J. Lapolla, to me personally known, who being by me duly sworn, says that he is Vice President of FLEET NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


Notary Public

My commission expires: My Commission Expires June 30, 1991